

EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT

THIS EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT (the “Agreement”) dated _____, 20____, (“Effective Date”) is by and between, [COMPANY NAME], a nonprofit corporation created under the laws of the [FORMATION STATE] and located at [COMPANY ADDRESS] (the “Foundation”) and _____, residing at _____, [RESIDENCE STATE], a current employee of the Foundation (“Employee”).

RECITALS

WHEREAS, Employee has requested and the Foundation has agreed to pay for the Employee to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class (collectively, “Training”); and

WHEREAS, in consideration for the Foundation’s payment for the Training, Employee acknowledges that through attendance at such Training, Employee will acquire skills and enhance his or her professional skills or knowledge making the Employee more marketable; and

WHEREAS, Employee agrees to reimburse the Foundation for the cost of such Training in the event that employment with the Foundation is terminated in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Cost of Training and Expenses. The Foundation agrees to pay a total of \$_____ (“Cost”) for the following Training:

Name of Training: _____

Training Provided by: _____

Training Location: _____

Date(s) of Training: _____

In addition to the Cost of the Training, the Foundation agrees to pay all reasonable expenses related to attendance at such Training; provided that, the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training and such expenses are reimbursable pursuant to the Foundation’s travel expense policies as set forth in the Employee Handbook, which may be amended from time to time.

2. Reimbursement for Cost of Training. Except as provided below, Employee agrees to reimburse the Foundation for the Cost of the Training paid by the Foundation if the Employee's employment terminates within one (1) calendar year of completion of the Training. Employee agrees to reimburse the Foundation within thirty (30) days of termination.

In the event that: (1) the Employee has not yet attended or completed the Training, (2) the Foundation has paid any portion of the Cost of the Training, and (3) the Employee's employment terminates, the Employee agrees to reimburse the Foundation for the Cost of the Training paid by the Foundation, unless the Cost is refundable and the Foundation receives such refund or the Foundation, in its sole discretion, decides to permit another Foundation employee to attend such Training.

3. Salary Deduction. Employee agrees and authorizes the Foundation to deduct the amount owed hereunder, to the extent permissible by law, from Employee's pay following notification of termination of employment with the Foundation. The Foundation, in its sole discretion, may determine whether to deduct any amount owed from the Employee's pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee's pay, in accordance with Section 2, Employee agrees to reimburse the Foundation any remaining amount due to the Foundation within thirty (30) days of terminating employment.
4. Continuation of Employment-at-Will Relationship. Employee and the Foundation understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the Foundation's at-will employment arrangement. Both Employee and the Foundation understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement.
5. Term. This Agreement shall be in effect from the Effective Date until all reimbursement, if any, is due under this Agreement.
6. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties. Employee and the Foundation may mutually agree to modify the terms of this Agreement at any time; provided, however, that any such modification must be in writing and signed by both parties to this Agreement.
7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of North Carolina without regard to the principles of conflict of law.
8. Severability. If any provision of this Agreement is held to be invalid by a court of law, the remaining provisions shall remain in full force and effect.
9. Counterparts. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

10. Headings. Headings of provisions of this Agreement are solely for the convenience of reference and are not a part of this Agreement and shall not affect the meaning, construction, operation or effect hereof.

IN WITNESS WHEREOF, the Foundation and Employee hereto have caused this Agreement to be executed on the date and year first above written.

EMPLOYEE

Employee Name: _____
(Printed)

[COMPANY NAME]

[NAME]
[TITLE]