

REIMBURSEMENT AGREEMENT

The City of Charlestown (hereinafter referred to as the “City”) and _____ (hereinafter “Employee”) hereby make the following **Agreement** (the “Agreement”) on this _____ day of _____, 20____.

The City provides certain employees and applicants for employment with training to obtain an Indiana Commercial Driver’s License (“CDL”) in order to perform the essential functions of certain jobs. The City requires that employees provided with this City-funded training must be informed of certain conditions of employment with regard to that training prior to acceptance of said positions. The City also requires repayment of the expenses of this CDL training if the employee leaves employment before a certain date as discussed herein. A timeline of employment which outlines potential reimbursement costs of CDL training expenses to the employee if he or she were to leave the department by means of termination or resignation

In consideration of the above, and other valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of at-will employment or continuing employment with the City, Employee and the City covenant and agree as follows:

1. The City agrees to provide adequate funds for the purposes of providing the Employee with initial training, qualification, and testing to obtain a CDL in order to perform the essential functions of his or her job. After the employee obtains the CDL, _____ will be responsible for the cost associated with maintaining that CDL while the Employee is still employed with the City.

2. If the Employee subsequently leaves employment with the City either by resignation or termination, he or she will be required to reimburse the City for training expenses incurred by the City for training, as follows:

- a. If the Employee’s employment with the department ends sooner than one (1) year from the date of hire, the employee will be required to reimburse the department for all training expenses incurred by the department.
- b. If the Employee’s employment with the department ends after one (1) year, but sooner than two (2) years from the date of hire, the employee will be required to reimburse the department for seventy-five percent (75%) all training incurred by the department.
- c. If the Employee’s employment with the department ends after two (2) years, but sooner than three (3) years from the date of hire, the employee will be required to reimburse the department for fifty percent (50%) for training incurred by the department.
- d. If the Employee’s employment with the department ends after three (3) years, but sooner than four (4) years from the date of hire, the

employee will be required to reimburse the department for twenty-five percent (25%) for training expenses incurred by the department.

- e. If the Employee's employment with the department ends after four (4) years from the date of hire, the employee will not be required to reimburse the department for any training incurred by the department.

3. Additional and Cumulative Remedies; Governing Law; Exclusive Jurisdiction and Venue; Indemnification. The parties to this agreement shall be entitled to all remedies available at law and in equity in the event of breach of this Agreement. Indiana law shall govern the interpretation and enforcement of this Agreement, and the Parties agree and consent to the jurisdiction of and exclusive venue in the state and/or federal courts in Indiana for any disputes arising under this Agreement. Employee is responsible for and will fully indemnify the City and hold it harmless for any and all costs and expenses, including reasonable attorneys' fees, incurred by the City in enforcing any of this Agreement's provisions. In the event a court determines that Employee has breached any paragraph of this Agreement, the Parties agree that the court shall award the City its reasonable attorneys' fees and costs.

4. Miscellaneous. Any failure by the City to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. If any court determines that any provision in this Agreement is invalid or unenforceable, the remaining portions of this Agreement should be deemed severable and shall be given full effect, without regard to the invalid or unenforceable portion. The Parties agree that the court should rewrite any invalid or unenforceable provision to the maximum extent permitted by law. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. To the extent this Agreement conflicts with any prior agreement, this Agreement shall control to the extent there is a conflict. This Agreement shall bind and inure to the benefit of the Parties, their heirs, executors, administrators, successors and assigns. Employee cannot assign Employee's rights or obligations under this Agreement. In executing this Agreement, the Parties represent that they knowingly, voluntarily, and intelligently entered into this Agreement in the absence of any coercion.

Employee

City of Charlestown

Signature

_____ Date

Signature

_____ Date

Print Name

_____ Print Name

Its: _____

0141852.0743464 4879-0448-6180v1