MISSOURI DEPARTMENT OF TRANSPORTATION

**POLICY 2000 – RELOCATION REPAYMENT AGREEMENT FORM**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read, understand and agree to the terms and conditions outlined in the Missouri Department of Transportation’s (hereinafter “MoDOT”) Personnel Policy 2000, “Relocation Assistance,” a copy of which is attached hereto and incorporated herein. I voluntarily accept the benefits MoDOT is providing under Personnel Policy 2000. I understand and agree that in consideration for my receipt of those benefits, I agree to repay MoDOT for these benefits as outlined in this Agreement and Personnel Policy 2000.

I understand and agree that should I voluntarily or involuntarily terminate my employment with MoDOT for any reason within 12 months from the effective date of my promotion or lateral transfer pursuant to Personnel Policy 2000, I hereby agree to fully repay the department the payments made to me, or on my behalf to third parties for, but not limited to, cost for moving and storing household goods, closing costs, loan origination fees, realtor fees, and delayed transfer or dual housing reimbursements. I agree to fully reimburse MoDOT no later than thirty (30) days after the effective termination date of my employment with the department. I acknowledge and agree that the department may withhold any money owed from my remaining paychecks and/or remaining annual or compensatory leave balance to fully repay MoDOT the amount owed. If the full repayment is not recovered by means of salary withholding and/or remaining leave balance, I understand the department may elect to establish a payment plan for the remaining repayment amount owed. If a payment plan is not agreed to or if I fail to comply with the terms of the payment plan, I understand the department may elect to pursue any other lawful means to collect the amount owed.

I agree that any action at law, suit in equity, or other proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of Cole County, Missouri.

I understand and agree that the relocation benefits under Personnel Policy 2000 constitute all the benefits for which I am eligible to receive. Changes to my relocation benefits must be made in writing and are subject to MoDOT’s approval.

In the event that I am paid, advanced funds, or reimbursed for benefits in excess of the amounts for which I am eligible, I agree to fully refund such excess payments to MoDOT no later than thirty (30) days after I have been notified. If I have not reimbursed MoDOT for such excess payments within thirty (30) days, I authorize MoDOT to collect the overpayment by withholding from future reimbursable expenses submitted for payment or by withholding from my salary.

I further understand and agree that nothing in this Employee Relocation Repayment Agreement is intended to create a guarantee of employment by MoDOT. I understand

that my employment is at-will at all times and recognize that MoDOT may terminate the employment relationship at any time, with or without cause.

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

(Print name)

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print name)

Witness Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Immediate Supervisor or HR Representative)

C: Local HR Representative

Local Support Services Representative

Central Office HR