MISSOURI DEPARTMENT OF TRANSPORTATION

POLICY 6502 – REPAYMENT AGREEMENT FORM

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read, understand and agree to the terms and conditions outlined in Missouri Department of Transportation (hereinafter, “MoDOT”) Personnel Policy 6502, “Professional/Technical Work Certification/License and Job-Related Organizational/Memberships,” a copy of which is attached hereto and incorporated herein. I voluntarily accept the benefits MoDOT is providing under Personnel Policy 6502. 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 6502.

I understand and agree that should I voluntarily or involuntarily terminate my employment with MoDOT for any reason, I hereby agree to fully repay MoDOT for any payments made to me or monies paid on my behalf to third-parties by MoDOT under Personnel Policy 6502 for pursuing and/or obtaining \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ certification/license and for related expenditures including, but not limited to, certification fees, testing fees, licensing fees, class fees, fees for study materials. I agree to fully repay MoDOT 100 percent of the monies it expended on my behalf subsequent to my signing this Agreement and within the last twenty-four (24) months prior to the effective date of my termination. I agree to fully reimburse MoDOT no later than thirty (30) days of my effective termination date. I understand and agree that I am responsible for such repayment regardless of whether certification/licensure was obtained.

Additionally, I also agree to reimburse the department for any monies that are mistakenly or inadvertently paid or reimbursed in excess of the stated amounts allowed under Personnel Policy 6502 for certification/license and related expenses, unless otherwise authorized. These reimbursements shall be repaid/collected as outlined herein.

I acknowledge and further agree that MoDOT may withhold any money owed under the policy and this Agreement from my remaining paycheck(s) and/or remaining annual or compensatory leave balances to fully repay MoDOT for the amount owed. If the full repayment is not recovered by means of salary and/or annual/compensatory leave balance withholding, I understand the department may elect to establish a payment plan for the remaining repayment amount owed. If a payment plan is not entered into or if I fail to comply with the terms of an established 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 nothing in this Repayment Agreement is intended to create a guarantee of employment by MoDOT and recognize that my employment is at-will at all times and MoDOT may terminate my employment 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