MISSOURI DEPARTMENT OF TRANSPORTATION

EXTERNAL TRAINING REPAYMENT AGREEMENT FORM

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read, understand, and agree to the terms and conditions outlined in Missouri Department of Transportation (hereinafter “MoDOT”) Personnel Policy 6505, “Employee Training,” a copy of which is attached hereto and incorporated herein.

I voluntarily accept the benefits MoDOT is providing under Personnel Policy 6505. 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 6505.

I understand and agree that should my employment with MoDOT be voluntarily or involuntarily terminated for any reason within twelve (12) months of attending/ completing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ training/conference/seminar held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I will fully repay MoDOT for any payments made to me or monies paid on my behalf to third parties by MoDOT as listed below. I further agree to fully reimburse MoDOT no later than thirty (30) days from my effective termination date.

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 6505, unless otherwise previously authorized. These reimbursements shall be repaid/collected as outlined herein.

Estimated training/conference/seminar expense(s) eligible for repayment:

 $\_\_\_\_\_\_\_\_\_\_\_\_For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 $\_\_\_\_\_\_\_\_\_\_\_\_For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 $\_\_\_\_\_\_\_\_\_\_\_\_For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 $\_\_\_\_\_\_\_\_\_\_\_\_For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any conflict between the amount(s) listed above and the MoDOT record of amounts paid to me or on my behalf to third parties by MoDOT shall be determined by MoDOT records of the actual amount paid to me or on my behalf.

I understand that, upon being notified that repayment money is owed to the department, I will be allowed a “review period” of no more than two calendar work days to contest any or all of the expense amounts owed. The department is to provide documentation that asserts the repayment expense amounts owed.

Should I elect to make a personal payment to repay all or a portion of the repayment amount owed, this payment must be received by MoDOT by the end of the “review period.” I acknowledge and agree that if personal payment is not for the full repayment amount owed, or if I fail to make a personal payment, the remaining amount owed will be withheld from remaining paychecks and/or remaining annual or compensatory leave balances. If the full repayment is still not recovered by means of salary withholding and/or remaining leave balance withholding, MoDOT may establish a payment plan with me for the amount remaining.

If a payment plan is not entered into, or should 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 External Training Repayment Agreement is intended to create a guarantee of employment by MoDOT, and I 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Immediate Supr. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Immediate Supr. Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Local HR Rep. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Local HR Rep Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

If Applicable

Second Level Mgmt. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Level Mgmt. Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

c: Local HR Representative

Local Support Services Representative

Central Office HR