



505 E. 2600 N. North Ogden, UT 84414
[O] 801-782-7211 | [F] 801-737-2219
E-Mail aspend@nogden.org
www.northogdencity.com

Exhibit W

EDUCATION REIMBURSEMENT AGREEMENT

This Specialty Training/Certification Reimbursement Agreement (“Agreement”) is entered into by and between

North Ogden City and _____

WHEREAS; North Ogden City has offered to provide certain outside specialty training/certification to “Employee”, which North Ogden City believes will enable “Employee” to provide valuable services on behalf of North Ogden City to its citizens;

WHEREAS; North Ogden City is providing such specialty training/certification to “Employee” in anticipation of “Employee” continuing to work for North Ogden City for at least _____ years enabling North Ogden City to recover some of the benefit of the investment in the specialty training/certification;

WHEREAS; North Ogden City and “Employee” recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

WHEREAS; the undersigned “Employee” understands that North Ogden City would not provide such specialty training/certification unless “Employee” intended to continue to work for North Ogden City. Therefore, the undersigned “Employee” agrees to reimburse North Ogden City in the event that “Employee” voluntarily terminates his or her employment prior to _____ years from the conclusion of the specialty training/certification;

NOW, THEREFORE, in consideration of the premises and the promise stated below, the undersigned “Employee” agrees that;

1. North Ogden City intends to pay for or provide the following specialty training/certification to “Employee” on the date(s) indicated:

_____ Description of Training _____ Date _____

2. If “Employee” voluntarily terminates his/her employment with North Ogden City within _____ years following the date of the completion of the specialty training/certification, “Employee” agrees to reimburse North Ogden City the cost of the specialty training/certification incurred by North Ogden City as follows:
 - a. If the voluntary termination occurs in the first six (6) months after completion of the training, the “Employee” shall reimburse 100% of the cost of the training.
 - b. If the voluntary termination occurs after the first six (6) months but prior to completion of the number of years identified above, then the “Employee” shall reimburse a pro-rata share of the costs with the remaining term divided into four

equal time periods. Voluntary termination within the first time period after the initial six (6) months shall reimburse 80%, the second time period 60%, third 40%, and fourth 20%.

The specialty training/certification cost incurred by North Ogden City on behalf of "Employee" will be determined after the date of the completion of the specialty training/certification, and after the accumulation of all receipts, invoices or other supporting documents. The specialty training/certification cost incurred will include but may not be limited to registration fees, transportation to and from the specialty training/certification site, food, lodging, salary and/or wages for any time spent by "Employee" traveling to and from the specialty training/certification and attending the specialty training/certification, and any other costs or expenses directly related to the specialty training/certification incurred by North Ogden City. The total cost will be computed as shown on Exhibit X. Copies of all receipts, invoices, and other supporting documentation will be attached hereto and become an integral part of this agreement.

3. This agreement shall be cancelled _____ years following the date of completion of the specialty training/certification or if "Employer" terminates employment.
4. "Employee" expressly authorizes North Ogden City to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by North Ogden City to "Employee" at the time of or following the termination of employment. "Employee" shall promptly pay to North Ogden City the full balance of any amount owed that is not deducted from compensation.
5. "Employee" may request that a subsequent employer of "Employee" pay the amount owed to North Ogden City by "Employee", but "Employee" shall remain personally liable until the entire amount owed is paid in full.
6. "Employee" agrees to sign such further documents, if any, requested by North Ogden City to confirm the precise sum of the amount owed by "Employee" to North Ogden City following notice by "Employee" to North Ogden City of termination of employment.
7. "Employee" understands and agrees that any books, computer disks, CD's, original certificate, programming key, and other documents, lists, catalogs, information of any kind received in connection with the specialty training/certification remains the property of North Ogden City and must be surrendered upon termination of employment.
8. This Agreement shall be construed under the laws of Utah.
9. If any provision or part of a provision of the Agreement is ultimately decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted to be valid, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

Employee Signature

Date



Department Head Signature

Date

City Administrator/Manager Signature

Date

City Council Approval

Date