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Training Reimbursement Policy
Board of Commissioners
Adopted September 6, 2023

In an effort to encourage individual career growth, the Town of Nags Head provides financial assistance for training to eligible full-time employees. Training may include work-related certifications and training programs which are pertinent to their current work, provide career growth and development, and which can prove beneficial to their work effectiveness and their future with the Town.

When training activity costs exceed \$2,000 during the calendar year or when training is being provided for a position an employee is not yet qualified for, the Town may require some or all of the cost of the training to be reimbursed to the Town by the employee. Training costs may include, but shall not be limited to, registration fees and costs of courses. Employees will be required to sign the Training Reimbursement Agreement for training activity that requires reimbursement. The Training Reimbursement Agreement must be signed prior to registering for the training and/or certification.

Training Reimbursement Agreement

This Training/Certification Reimbursement Agreement ("Agreement") is entered into by and between the **Town of Nags Head** and _____ ("Employee").
Employee Name

WHEREAS, The Town of Nags Head has offered to provide certain outside training/certification to Employee, which the Town of Nags Head believes will enable Employee to provide valuable services on behalf of the Town of Nags Head to its citizens;

WHEREAS, The Town of Nags Head is providing such training/certification to Employee in anticipation of Employee continuing to work for The Town of Nags Head for at least one (1) year enabling the Town of Nags Head to recover some or all of the benefit of the investment in the training/certification;

WHEREAS, The Town of Nags Head and Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment; and

WHEREAS, the undersigned Employee understands that the Town of Nags Head would not provide such training/certification unless Employee intended to continue to work for the Town of Nags Head. Therefore, the undersigned Employee agrees to reimburse the Town of Nags Head in the event that Employee voluntarily terminates his or her employment prior to 1 year from the conclusion of the training/certification.

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

1. The Town of Nags Head intends to pay for or provide the following training/certification to Employee on the date(s) indicated: _____

2. If Employee voluntarily terminates his/her employment with The Town of Nags Head within one (1) year following the date of the completion of the training or certification date, Employee agrees to reimburse the Town of Nags Head the cost of the training/certification incurred by the Town of Nags Head as follows:

- a. If the voluntary termination occurs in the first six (6) months after completion (or commencement of the training, if not completed) of the training and/or certification attainment (whichever is later in the case of both training and certification), the Employee shall reimburse 100% of the cost of the training/certification.
- b. If the voluntary termination occurs from seven (7) months to one (1) year from the training and/or certification attainment (whichever is later in the case of both training and certification), then the Employee shall reimburse 50% of the cost of the training/certification.

The training/certification cost incurred by The Town of Nags Head on behalf of Employee will be determined after the accumulation of all receipts, invoices or other supporting documents. The training/certification cost incurred will include, but may not be limited to registration fees, costs of the courses or any other costs or expenses directly related to the training/certification incurred by the Town of Nags Head. Copies of all receipts, invoices, and other supporting documentation will be provided by the employee to the employee's manager and/or department head. At the time this

Agreement is signed, the estimated cost is \$ _____, but is subject to change based on the final receipts and documentation collected.

3. This agreement shall be cancelled one (1) year following the date of completion of the training/certification or if Employer terminates employment.
4. Employee expressly authorizes the Town of Nags Head to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by the Town of Nags Head to Employee at the time of or following the termination of employment. Employee shall promptly pay to the Town of Nags Head 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 the Town of Nags Head 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 the Town of Nags Head to confirm the precise sum of the amount owed by Employee to the Town of Nags Head following notice by Employee to the Town of Nags Head of termination of employment.
7. Employee understands and agrees that any books, materials, original certificate, programming key, and other documents, lists, catalogs, information of any kind received in connection with the training/certification remains the property of the Town of Nags Head and must be surrendered upon termination of employment.
8. This Agreement shall be construed under the laws of North Carolina.
9. If any provision or part of a provision of the Agreement is ultimately decided to be invalid, 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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer