

MARSHALL COUNTY ROAD DEPARTMENT
REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into this ____ day of _____, 20__ between the Marshall County Road Department as an agency of the Marshall County Fiscal Court (hereinafter "MCRD") and _____ (hereinafter as "Employee").

WHEREAS, MCRD wishes to retain qualified and experienced employees for the purpose of providing the best services to the citizens of Marshall County;

WHEREAS, most positions with the MCRD require that the Employee obtain and maintain a Commercial Driver's License ("CDL");

WHEREAS, the MCRD through its budget appropriations with the Marshall County Fiscal Court will pay for prospective employees that have already obtained a CDL permit to attend training to obtain the necessary CDL License;

NOW THEREFORE IN CONSIDERATION OF the foregoing and the hereinafter stated terms and conditions, the parties hereby agree as follows:

For applicants who already have a CDL permit, MCRD shall make arrangements for Employee's CDL training and shall pay for the necessary costs associated with said training.

MCRD shall pay the Employee's starting wage of \$ _____ per hour during the training period.

The Employee shall provide his/her own means of travel to and from the training. MCRD shall pay to Employee the sum of the current rate per mile for each mile traveled by Employee to and from training, provided that Employee is using his/her best efforts to obtain the CDL.

Employee shall attend the courses, instruction, and training, and shall make all reasonable efforts to successfully obtain the CDL within 90 days of employment. Employment may be terminated if Employee is not able to obtain the required CDL within 90 days of hire date.

In consideration of MCRD's obligations to Employee under paragraphs 1-4 above, it is expected that Employee will remain employed at MCRD for a minimum of two years. Beginning with Employee's official hire date and continuing for a two-year period thereafter, if Employee accepts a position at another entity other than MCRD or otherwise ceases to be employed by MCRD (circumstances beyond the control of Employee may be taken into consideration as an exception to the reimbursement requirement), Employee shall remit to MCRD 100% of the costs expended by MCRD to facilitate Employee's training and certification, including all transportation costs, per diem's, travel reimbursements, and tuition costs.

1. Employee shall have an ongoing obligation to complete all orders of instruction and training as required by MCRD.
2. Upon successful acquisition of the required CDL, Employee shall be paid at the rate of \$ _____ per hour.
1. No provision herein shall be construed to be in conflict with the Marshall County Administrative Code nor infringe upon any Employee rights contained therein.

IN RECOGNITION OF THE FOREGOING, the parties have affixed their signatures below:

MARSHALL COUNTY ROAD DEPARTMENT:

DATE

SIGNATURE

EMPLOYEE:

DATE

SIGNATURE